SERVICE LEVEL AGREEMENT

Fiscal Year 2006/2007

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1. INTRODUCTION

1.1. Purpose and Objectives

This Service Level Agreement (SLA) is referenced in contracts and interagency agreements between the DTS and customer agencies. It describes the obligations of the DTS and the customer, the Service Level Objectives (SLO) that the DTS agrees to provide, the relevant performance measurements for the services and service level reporting to provide a basis and framework for the delivery of high quality services that meet the needs of customers. The adoption of this SLA is part of a DTS project to develop a service inventory with SLAs specific to each service. Items noted as "under development" are already being planned.

1.2. Duration of Agreement

This SLA is for fiscal year 2006-2007.

1.3. Changes to this Agreement

Either party may propose changes to any portion of this SLA. The parties will mutually agree to any final changes. All incorporated changes shall follow the change control procedures included in Schedule A of this agreement and must be approved in writing by both parties.

2. SLA OBLIGATIONS

2.1. DTS Obligations

The services that the DTS provides to support the customer are as listed, described and specified in Schedule B of this agreement.

2.2. Customer Obligations

The customer's responsibilities in support of the services the DTS provides are described in Schedule C of this agreement.

2.3. Out-of Scope Responsibilities

Support that is expressly excluded from this SLA is described in Schedule D of this agreement.

3. SERVICE MANAGEMENT

3.1. SERVICE LEVEL MANAGEMENT

DTS will manage service levels defined in SLAs to ensure the agreed upon levels of services are delivered to customers and that any adverse impact on service quality or availability is kept to a minimum.

3.2. SERVICE LEVEL OBJECTIVES

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The specific service expectations that will be regularly monitored, measured, reported and managed, descriptions of how the service expectations will be measured and the acceptable level of performance for each expectation are specified in Schedule E. The following sections describe the format of Schedule E.

3.2.1. Service to be measured

SLA - Guidance & Instructions.doc - G3_2

This is the title of the service, to be used on the service level reports.

3.2.2. Service measurement

SLA - Guidance & Instructions.doc - G3_3

This is the title of the measurement attribute for the SLO, which is the title to be used on the service level reports.

3.2.3. Monitoring/data capturing method

This column contains the specifics of the DTS method/tool for monitoring and capturing the data that will allow the DTS to calculate its actual performance to the service level objective.

The customer may also monitor the DTS performance to all the service expectations documented in the Schedule B, SLA, DTS obligations. The customer will document perceived non-compliance for discussion with DTS.

3.2.4. Performance calculation method

This contains the method for calculating the performance measurement. Definitions of terms used in this column are under development. The results of this calculation will be used as the actual performance measurement on the service level reports.

3.2.5. Acceptable level of performance

The agree-upon level at which the DTS is to perform the specific service is documented in this column. Reported actual performance measurements that are below the performance expectation level will be considered non-compliance of an SLO. This performance expectation will be used on the service level reports.

3.2.6. Effective date for performance expectation to be met

The DTS may not be able to report on all the service level objectives at the beginning of the service periods. The effective date is the date when the DTS is expected to provide the item on the monthly service level report and meet the performance expectation.

3.3.   SERVICE LEVEL REPORTING

The DTS plans to report monthly on actual performance to the SLOs in Schedule E. The report(s) will cover the actual performance achieved, compared with expected performance for each service objective. When available, the report(s) are to be provided within one calendar month plus ten working days after the end of each month.

A description of the incidents for the reporting month, as appropriate, will be included for every SLO in Schedule E.   The description will include the incident, a brief description including a reference to the incident report and/or change request, if applicable, and, for availability calculations, the number of minutes the incident represented.   When available, the current month's report and all past reports will be available on the DTS website, currently under development.

3.4.   SERVICE REVIEW MEETINGS

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The DTS shall participate in meetings with the customer to discuss/review performance and other topics on a mutually-agreed upon schedule, or on an ad-hoc basis, depending on customer preference. These meetings will be coordinated by Customer Delivery staff.

3.5.   ACTIONS WHEN SERVICE EXPECTATIONS NOT MET

When a service expectation, either a measured SLO or an obligation as documented in Schedules B and C, is not met, the agency not meeting the expectation will develop and implement a Service Improvement Plan (SIP) for ensuring that such non-performance not reoccur.   The status of these SIPs may be discussed in the service review meeting, or at a specially-scheduled meeting. This process is under development.

4. DISPUTE RESOLUTION PROCESS

4.1. PURPOSE

The purpose of the process is to coordinate a timely and informal resolution of disagreements involving the DTS' or the customer's performance of their obligations as documented in this agreement. It is the expectation that most disagreements will be resolved in the normal course of business by the DTS Customer Services Representative, Account Manager, or Customer Services Manager and the customer's Data Center Services Manager. This dispute resolution process is for those disagreements that cannot be resolved at that level. When this dispute resolution process is invoked, it is the expectation that the issue will be resolved within ten State business days.

This process is under development.

5. <u>SIGNATURES</u>

The following authorized representatives of each party execute this agreement at the commencement date:

DTS

Signature: ……………………………………………………………………

Name: P.K. Agarwal

Position: Director, Department of Technology Services

Date of Signing: ……………………………..

Customer

Signature: ……………………………………………………………………

Name:

Position:

Date of Signing: ……………………………..

SCHEDULE A – SLA CHANGE CONTROL PROCEDURE

A change to any portion of this SLA may be proposed by either agency. Some of the items that may trigger a change to the SLA are:

- A change in the services the customer receives from the DTS.
- A change in the way the DTS delivers a service to the customer.
- The customer would like a change in the way service is delivered.
- Upon review of the performance to the SLA the acceptable level of performance requires adjustment.

It is expected that this entire change control procedure, from the beginning of proposed change review by all parties, will occur within a 30 calendar day period.

This process is under development.

SCHEDULE B – DTS OBLIGATIONS

1.   Current Services Provided to the Customer

A service inventory is under development.

2.   Hardware and Software Inventories

a.   Mainframe Hardware and Software

The DTS plans to provide and maintain mainframe hardware and system software inventory lists containing the components that pertain to the customer. When complete, the inventory lists shall contain the component identifier, vendor name and, in the case of the software, the current release/version, known upcoming upgrades, the expected date of general availability of the upgrade from the vendor, and known end-of-life dates. This item is under development.

b.   Network Hardware and Software

This item is under development.

c.   Windows Server Hardware and Software

This item is under development.

3.   Availability

The DTS shall provide mainframe, network and Windows server availability 24 hours per day, 7 days a week except for the regularly scheduled Preventive Maintenance (PM), available at http://www.dts.ca.gov/custguide/resources/maintenance_schedules.htm, other customer-approved scheduled maintenance and backup timeframes (item #11 of this Schedule B) pertaining to the resources required by the customer.

The following outages will be counted against availability when calculating the availability percent for the monthly service level reports (Schedule E):

* All outages for emergency maintenance, whether or not the customer is notified in advance.

* Outages for DTS-planned maintenance outside the PM window for which customers have not received ten State business days advance notification, with the exception of maintenance required for security.

The following outages do not count against availability when calculating the availability percent for the monthly service level reports (Schedule E):

* Outages for recurring scheduled PM and recurring scheduled backups.

SCHEDULE B – DTS OBLIGATIONS (continued)

- Outages for DTS-planned maintenance outside the PM window for which customers have received ten State business days advance notification.

- Outages (either planned or emergency) for which the customer is responsible.

- Outages required for emergency security maintenance.

4. **Maintenance (All Environments – Mainframe/Windows Servers/Network)**

    a. Responsibility for Maintaining Hardware/Software Currency

        This item is under development.

    b. Responsibility for not adversely affecting the customer's code or configurations as a result of replacement hardware devices or software products.

        This item is under development.

    c. Responsibility for informing the customer when software nears end-of-life.

        This process is under development.

    d. Regularly scheduled PM window.

        The established regularly scheduled timeframe when the system will be available for the DTS to perform planned PM is available on the DTS website, http://www.dts.ca.gov/custguide/resources/maintenance_schedules.htm . During the PM window, the customer will not have access to the system being maintained.

        The DTS can adjust the published maintenance schedules to accommodate the customer's critical processing needs. The process for the customer to request a change is described on the DTS website at http://www.dts.ca.gov/custguide/resources/schedule_changes.htm.

    e. Planned/scheduled maintenance outside the PM window.

        For the customer's dedicated systems, if the time during the regularly scheduled PM window is not adequate for the maintenance that needs to occur, the DTS shall schedule additional maintenance time with the customer. The DTS shall provide the customer's Data Center Services Manager with detailed information, in advance, describing the components that will be modified and a brief description of the modification. The DTS shall provide notification at least ten calendar days in advance so that the customer may provide feedback to the DTS regarding the appropriateness of the scheduled timeframe and if the maintenance may cause problems for any of the customer's applications.

SCHEDULE B –DTS OBLIGATIONS (continued)

For shared systems, the DTS will publish a news article which will include the change description, impact, time period and change request number. The DTS will make a best effort to provide the news article to the customer at least ten calendar days in advance of the maintenance to provide the customer with enough advance notice to gain the customer's business approval for the outage and provide feedback to the DTS.

f.   Unscheduled/emergency maintenance.

The DTS shall make every effort to notify the customer in advance of unscheduled or emergency maintenance. If there is no time to notify in advance, the DTS shall notify the customer as soon as possible regarding the nature, timeframe and impact of unscheduled/emergency maintenance.

The DTS change scheduling staff shall email a copy of the change request to the customer's Data Center Services Manager as soon as possible after the maintenance.

If the circumstances surrounding the unscheduled or emergency maintenance meet the DTS criteria for service outage analysis, the DTS Customer Services Representative will provide such report to the customer's Data Center Services Manager upon completion, and will include details of any maintenance applied and steps taken to avoid this interruption in the future.

A documented process for the DTS service outage analysis is under development.

g.   Planned/scheduled maintenance notification.

The DTS change management staff shall provide to the customer's Data Center Services Manager, by subscription, a daily change report which summarizes all planned/scheduled changes for the next five calendar days.

The following are under development:
• Maintenance planning calendar.
• Reporting result of the planned/scheduled maintenance from the previous week.

h.   Maintenance debriefing meeting.

If the customer experiences unexpected results from a maintenance effort, the customer's Data Center Services Manager may request a debriefing meeting with the DTS Customer Services Representative and the appropriate DTS staff. The DTS shall schedule the meeting that will be held within six State business days of receipt of the request from the customer.

SCHEDULE B –DTS OBLIGATIONS (continued)

5.   Daily Status Reporting

This process is under development.

6.   Policy, Procedural and Standards Manuals

The DTS' policy, procedural and standards manuals for service support and service delivery will be developed.

7.   Standard Support Services

The DTS provides standard support services to the customer. Charges for these services are included in the rates for processing services (e.g. CPU hour, DASD, etc.). The customer will not be billed separately for resources expended by the DTS to deliver these services.

The list of standard support services will be developed.

8.   Consulting and One-Time Services

The DTS shall provide the customer with consulting and one-time services when requested via DTS service request process, if approved by the DTS. The DTS charges for the consulting services on an hourly rate based on DTS estimates that have been approved by the customer. The one-time services will be billed based on actual hours expended, and will include all the items required (e.g. consulting time, installation/set-up charges, etc.). The DTS (billing) will provide billing codes with the cost estimate for the one-time service. There is no charge for providing an estimate.

Documentation of the process for requesting estimates will be developed.

9.   Service Request Process

The DTS shall provide and maintain a service request process for the customer to request DTS support for some of the standard support services (item # 7 of this Schedule B) and all consulting and one-time services (item # 8 of this Schedule B).

Documentation of the service request process will be developed.

10.   File Back-ups and Recovery Responsibilities

This item is under development.

SCHEDULE B – STATEMENT OF WORK
DTS OBLIGATIONS (continued)

11.   File Back-Up Schedule and Retention Requirements

The DTS shall adhere to the following backup schedule and retention requirements:

File Type	Backup Type	Frequency & Schedule	Retention	System Resources Available During Backup?
Production ADABAS	Incremental	Daily	20 generations	YES
Production ADABAS	Full	Weekly (Sunday 2000 to Monday 0600)	8 generations	NO
Test/Dev ADABAS	Full	Weekly	8 generations	NO
All other Mainframe files	Full	Every other week	28 days	NO
All other Mainframe files	Incremental	Daily	21 days	YES
Windows Server infrastructure	Full	When server is built		NO
	Incremental	Daily	28 days	YES
UNIX Server infrastructure	Full	Weekly	30 days	YES
	Incremental	Daily	30 days	YES
SQL Logs	Full	Every 3 hours	2 weeks	YES
SQL databases	To File	As needed and done by the customer		YES

12.   Service Desk/Incident Report Process

a.   Severity Levels

When the customer reports incidents to the DTS Service Desk, available 24 hours a day, 7 days a week, the DTS responds and manages the incidents according to the severity levels identified in the table below.

The following table only applies to all network connectivity problems affecting circuits, routers and DSU/CSUs. Incident response levels for other services are under development.

SCHEDULE B – STATEMENT OF WORK
DTS OBLIGATIONS (continued)

Severity Level	Definition	Initial Response	Repair Within	Status Interval
1	Major hardware or software system down	15 minutes	4 hours	Every 30 minutes
2	Customer unable to process	15 minutes	4 hours	Every hour
3	Using secondary or backup resources	1 hour	24 hours or agreed timeframe	Twice daily
4	Customer requesting advice	24 hours	Agreed timeframe	Once daily

Expansion of this table is under development.

b.   Initial Response

The DTS Service Desk, in coordination with the customer, categorizes the severity and assigns the incident report to the appropriate DTS support unit. The customer will receive an email notification when the ticket has been picked up by support unit staff.

Details of this process are under development.

c.   Status Interval

Details are under development.

d.   On-Call Technical Support

Details are under development.

e.   Incident Escalation

For network-related problems, if the incident report has not been picked up to be worked within 30 minutes by the assigned internal resources, the DTS Service Desk will escalate the incident to the internal resource supervisor.

The Service Desk will escalate to DTS management upon notification by the customer that escalation is necessary.

The DTS will escalate the incident to external support services (e.g. vendors, consultants, etc.), when it is determined that internal resources have been exhausted and the situation warrants escalation.

Details and expansion of this process are under development.

SCHEDULE B –DTS OBLIGATIONS (continued)

13.   Operational Recovery Services

The DTS is responsible for providing all required resources to ensure identified and agreed-upon operational recovery as the result of a data center disaster.

Details are under development.

14.   Business Resumption Services

Details are under development.

15.   Web Services

Details are under development.

16.   Termination Assistance Services

At the expiration or termination of this Agreement, the DTS shall assist the customer in the orderly transfer of the services, functions and operations provided by the DTS hereunder to another service provider or the customer itself. Prior to termination or expiration of the agreement, the customer may request the DTS, via a service request, to perform termination assistance services. If so requested, the DTS shall perform those services in connection with migrating the work of the customer to another service provider or the customer itself. Termination assistance shall be provided until the effective date of termination or expiration with respect to the services, and for termination-related services other than those relating to the services, for up to six additional months after the effective date of expiration or termination. These services will be provided at published consulting rates. Termination assistance shall include providing the customer and its affiliates and their agents and consultants as necessary with the services described in this section.

17.   Availability of Invoice Information

The DTS shall provide access to detailed billing information so customers may accurately allocate costs to each individual project and program. The detailed information will be based on information obtained from individual jobs, i.e., jobname, userid and account code.

The DTS shall provide access to the monthly detailed ledger billing file, in a SAS file format from the MICS billing system.

The DTS is developing a secure website which, among other items, will contain the detailed billing information.

SCHEDULE B –DTS OBLIGATIONS (continued)

18.   **Storage Management Reports**

The DTS shall provide a monthly SAS file with the VCA and HSM listing of file names and space used. All other storage information files will be provided after the closing of the prior month's invoicing process. The DTS will provide the formats for the files that contained the storage information and will assist customers with accessing the data.

19.   **DTS Customer Services Assigned to the Customer**

The DTS Customer Services Manager shall be available to the customer for service review meetings and any meetings required for dispute resolution. Additionally, the DTS will appoint a Customer Services Representative who will be available for support of issues and questions on a daily basis. DTS is responsible for ensuring that customers are continuously aware of their Customer Delivery Division contacts.

SCHEDULE C – CUSTOMER OBLIGATIONS

1.   Business Application Software Responsibilities

The customer acquires (purchase/license), maintains and configures the business application software.

2.   Interagency Agreement

The customer shall ensure that it has an active and funded Interagency Agreement with the DTS and shall make every effort to pay the DTS monthly invoice within 30 days of receipt.

3.   Compliance with Policies, Procedures and Standards

The customer shall make every effort to comply with DTS policies, procedures and standards. The customer's inability or failure to cooperate with the DTS in the resolution of a problem may impact overall systems performance.

4.   Customer's IT Environment

The customer shall plan, design, implement and maintain its IT environment (desktops and LANs) in a manner consistent with State-wide standards.

5.   Customer's End-User Support

The customer shall provide end-user support for the IT information technology infrastructure residing at the customer and applications, unless otherwise specified in this SLA.

6.   License Responsibility

The customer shall maintain appropriate licenses for the systems and applications owned or maintained by the customer.

The customer shall maintain the appropriate desktop software licenses and customer access licenses for the enterprise services obtained through the DTS, unless otherwise identified in this SLA.

The customer shall abide by license agreements the DTS has with its vendors, as they pertain to the installation and use of the DTS hardware and software by the customer.

7.   Customer's Data Center Services Manager

The customer shall appoint a primary contact, the Customer's Data Center Services Manager, as the interface to the DTS. The Customer's Data Center Services Manager will be the liaison responsible for monitoring service and support. The customer shall also designate an alternate contact in the event the customer's Data Center Services Manager is unavailable.

SCHEDULE C – CUSTOMER OBLIGATIONS (continued)

If the customer replaces their current Data Center Services Manager, they shall notify the DTS as soon as possible.

8.   Storage Projections

When requested by the DTS, the customer will project its storage space needs. Accurate projections are an aid to the DTS in capacity planning, availability management, and configuration management. Projections will not constitute a space request.

9.   Special Processing Support Request

The customer will notify the DTS in advance to request support for special/critical processing events.   The customer will notify the DTS Customer Service Representative ten State business days in advance with an explanation of the type of support required.

10.   Testing Responsibility.

The customer will provide test environments and staff time to test software upgrades.

11.   Unlicensed Software

The customer will not run any software on any DTS mainframe that is not licensed to the DTS.

12.   Formal Request for Support

Details are under development.

13.   Advance Notification for Capacity Planning/Availability Needs

At the customer's discretion, the customer will notify the DTS of any FSRs, SPRs and BCPs and the phases of development/approvals in order for the DTS to plan for capacity planning/availability of the infrastructure.

14.   Notification of Application Changes

The customer must make its best effort to notify the DTS Customer Services Representative ten calendar days in advance of any application changes, upgrades or enhancements in the test, development or production environments residing at the DTS, that have a medium to high risk of adversely impacting performance, availability, capacity, incident and problem management and would be classified as a severity level one or two incident (see Severity Level Table, Schedule B, Item 12a).

SCHEDULE C – CUSTOMER OBLIGATIONS (continued)

15. **Incident and Problem Management Processes**

In all cases of a customer-caused service disruption, the customer shall provide the DTS Customer Services Representative with an incident report within three business days following the incident. The report shall include the date/time of the outage, affected systems/resources, a description of the Incident/problem, cause, impact and resolution and, if applicable, Service Desk Incident Report numbers.

The customer will provide the DTS Customer Services Representative with a service outage analysis for customer incidents that adversely impact the DTS or its customers. This process will be developed.

16. **Adherence to the DTS Security Standards/Policies**

The customer will adhere to published DTS Security policies and standards.

17. **Unsupported Software**

If the customer chooses not to upgrade an unsupported software product as requested by the DTS, they assume responsibility for any directly related negative outcomes, including additional charges that may be incurred to provide a dedicated environment. The customer will provide the DTS Customer Services Representative with written notice of refusal to upgrade.

The customer cannot refuse the upgrade if refusing the upgrade poses an actual, potential, or foreseeable security risk as mutually agreed by the DTS and the customer's Chief Information Security Officers.
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18. **Notification of Maintenance Planned Outside the PM Window**

When notified by the DTS of maintenance planned outside of the PM window, the customer shall review the notification and provide feedback to the DTS Customer Services Representative within two State business days of the notification.

If the customer does not provide feedback to the DTS Customer Services Representative, it is implied consent, and the DTS will proceed with planned activities.

19. **The Customer's Account Code on Service Requests**

The customer will provide their account code on all DTS service requests as they are submitted.

SCHEDULE C – CUSTOMER OBLIGATIONS (continued)

20.   Reporting the Need for Problem Escalation

If the customer determines that the resolution of an open incident report is not progressing, the customer will call their DTS Customer Services Representative for escalation to the DTS management.

21.   Notification to the DTS of Attendance at Change Management

The customer will notify the DTS Customer Services Representative if a customer representative will be attending the weekly Change Management Meeting so entry to the meeting may be arranged in advance.

SCHEDULE D – OUT-OF-SCOPE RESPONSIBILITIES

The DTS will not provide support for:

1.   Unlicensed, unsupported and/or shareware products.

2.   Maintenance of customer access licenses, unless otherwise identified in this SLA.

3.   Products which do not comply with State-wide and/or DTS IT standards.

4.   Additions or modifications to IT systems that could potentially compromise system security or integrity of the DTS environment.

5.   Any hardware or software that is not licensed through the DTS.

6.   Any equipment that is not owned or leased by the State.

7.   Functions or business processes not directly related to the maintenance and support of DTS information technologies.

8.   Desktop personal computers or office local area networks (LANs), except those under a separate consulting services agreement with the DTS.

9.   Equipment where such support would void or negate existing warranties or support contracts.

10. Actions related to IT systems or any agreements entered into by the customer, where such actions or agreements would constitute a violation of law or State-wide or DTS policies and/or procedures

11. Hardware equipment and/or software products residing on the customer's premises, except when covered under a separate agreement with the DTS.

SCHEDULE E– SERVICE LEVEL OBJECTIVES

	Service to be measured	Service measurement	Monitoring/ data capturing method	Performance calculation method	Acceptable level of performance	DTS to report by (date)
1.	Mainframe Availability	Monthly availability percentage of the hardware and operating system software	Mainframe availability is tracked manually and entered into a database with the appropriate outage code(s). The information is used to measure availability.	System Availability is defined as actual processing time, with scheduled and planned outages, as identified in Schedule B.3 Availability, subtracted. Once actual processing time has been calculated, unplanned and emergency outages, as identified in Schedule B.3, are subtracted to determine the basis for percentage calculations.	99.9%	Under development.
2.	Network Availability	Monthly Availability percentage of the hardware, lines and operating system software for the connectivity between DTS and customer.	Network Mgmt System (OpenNMS) for measuring up/down performance on the circuit, router and their interfaces. Dependent on Calnet, which offers only 99.5 in some cases.	Network Availability is defined as actual processing time, with scheduled and planned outages, as identified in Schedule B.3 Availability, subtracted. Once actual processing time has been calculated, unplanned and emergency outages, as identified in Schedule B.3, are subtracted to determine the basis for percentage calculations.	99.5%	Under development.
3.	Server Availability		Monthly Availability percentage of the hardware and operating system software for each identified server.	Under development.	98.5%	Under development.
4.	Production EntireX Availability	Monthly Availability Percent	Under development.	Under development.	98.4%	Under development.

SCHEDULE E– SERVICE LEVEL OBJECTIVES

	Service to be measured	Service measurement	Monitoring/ data capturing method	Performance calculation method	Acceptable level of performance	DTS to report by (date)
5.	Production Adabas Availability	Monthly Availability percentage of the hardware and operating system software for each Adabas region.	Adabas availability is tracked manually and entered into a database with the appropriate outage code(s). The information is used to measure availability.	Under development.	98.4%	Under development.
6.	Production Adabas Backup Schedule	Backups run to successful completion as scheduled	Under development.	Under development.	Under development.	Under development.
7.	Mainframe Availability with Network Availability Considered	Mainframe availability percentage reflecting network outages	Not Applicable	Monthly mainframe availability multiplied by monthly network availability, divided by 100.	99.4%	Under development.
8.	Server Availability with Network Availability Considered	Server availability percentage reflecting network outages	Not Applicable	Monthly server availability multiplied by monthly network availability, divided by 100.	98.0%	Under development.